

INDEPENDENT CONTRACTOR AGREEMENT
SWINE FINISHING

THIS AGREEMENT, made and entered into this _____ day of _____, 1998, by and between New Fashion Pork, Inc., a MN Corporation (hereinafter "NFP") and _____, whose address is _____ (hereinafter "Grower") and is as follows:

RECITALS

1. That NFP produces and grows feeder pigs and wishes to obtain the facilities and services of Grower for purposes of providing finishing services and facilities for raising feeder pigs to market weight.
2. That Grower currently lacks the facilities but is intending to construct a hog finishing facility for growing pigs on a contract basis with NFP.
3. That the parties have had discussions with respect to entering into such arrangements and agreements under which Grower would provide for the construction of sufficient facilities so as to enter into an Independent Contract Agreement with NFP which understandings and agreements the parties wish to reduce to writing.

NOW, THEREFORE, for and in consideration of the mutual premises, conditions, and agreements contained herein, the parties hereby mutually agree as follows:

1. **PRECONDITIONS TO DELIVERY OF PIGS.**

- a. **Building and Facilities.** Grower will designate a site of 10 acres, more or less, for purposes of construction of a hog finishing facilities. Each facility so constructed on the site shall contain 1 finishing barn(s); a barn being no less than 16,200 square feet; having approximate dimensions of 71 feet by 200 feet; construction to include all facilities and equipment ancillary and necessary for Grower to operate the facility. Grower shall also make provision for proper and sufficient utilities, water, permanent ingress and egress and manure storage and disposal for the duration of this contract. It is specifically understood and agreed by the parties that such documents shall be executed so that the 10 acre site has a perpetual easement with respect to ingress and egress and that such other agreements as may be deemed necessary shall be executed by Grower to guarantee access to water and utilities and manure disposal for the duration of this contract. In the event the survey of the site is deemed necessary by NFP or by Grower's lender, then Grower at his expense will obtain such survey for purposes of obtaining a legal description in recordable form of the site.
- b. **Financial Requirements.** Grower further understands and agrees that as a condition of this contract, Grower shall provide sufficient and adequate proof of financial ability for construction of the finishing unit and continued operation of the facility thereafter. In this regard, Grower shall be obligated, in connection with any construction financing, to do the following:
 - i. To cause construction of the necessary finishing barn(s) and related facilities with financing to a third party lender not to exceed the sum of \$ 340,000.
 - ii. To provide to the lender making available such financing a properly perfected first mortgage and/or security interest with respect to the 10 acre site and all fixtures and equipment used in connection therewith.